

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY-----X
MATTHEW MAGEE,

Plaintiff,

-against-

THE ROMAN CATHOLIC DIOCESE OF ALBANY,
ST. JOHN THE BAPTIST CHESTERTOWN,
and HOWARD HUBBARD,Defendants.
-----X

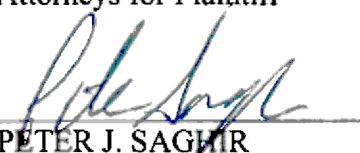
Index No.: _____/19

Date Filed: _____/19

SUMMONSPlaintiff designates Albany
County as the place of trial.Basis of venue: CPLR 503(a)
County in which substantial
part of the events or omissions
giving rise to claim occurred.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
October 11, 2019Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff
PETER J. SAGHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

TO: See Attached Service Rider

SERVICE RIDER

THE ROMAN CATHOLIC DIOCESE OF ALBANY
40 North Main Avenue
Albany, NY 12203

ST. JOHN THE BAPTIST CHESTERTOWN
86 Riverside Drive
Chestertown, NY 12817

HOWARD HUBBARD
40 North Main Avenue
Albany, NY 12203

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

-----X
MATTHEW MAGEE,

Index No.: _____/19

Plaintiff,

-against-

VERIFIED COMPLAINT

THE ROMAN CATHOLIC DIOCESE OF ALBANY,
ST. JOHN THE BAPTIST CHESTERTOWN,
and HOWARD HUBBARD,

Defendants.
-----X

Plaintiff, complaining of the defendants, by and through his attorneys, GAIR,
GAIR, CONASON, RUBINOWITZ, BLOOM, HERSHENHORN, STEIGMAN & MACKAUF,
respectfully shows to this Court and alleges as follows:

AS AND FOR A FIRST CAUSE OF ACTION

1. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.
2. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, owned a church known as St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.
3. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees managed, maintained, operated and controlled the aforesaid church known as St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

4. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, held itself out to the public as the owner of St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

5. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

6. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, was and still is a not for profit religious corporation duly organized and existing under and by virtue of the laws of the State of New York.

7. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, owned a church known as St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

8. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, its agents, servants and employees managed, maintained, operated and controlled the aforesaid church known as St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

9. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, held itself out to the public as the owner of St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

10. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, held itself and its agents, servants and employees out to the public as those who managed, maintained, operated and controlled St. John the Baptist,

located at 86 Riverside Drive, Chestertown, New York 12817.

11. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, was a priest.

12. Upon information and belief, that all times herein mentioned, Pope Paul VI, appointed defendant, HOWARD HUBBARD, as Bishop of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

13. Upon information and belief, that all times herein mentioned, defendant, HOWARD HUBBARD, served as a Bishop at the pleasure of Pope Paul VI, Pope John Paul I, Pope John Paul II, Pope Benedict XVI, and Pope Francis.

14. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, supervised all employees in The Roman Catholic Diocese of Albany, while he was Bishop in The Roman Catholic Diocese of Albany.

15. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, supervised all priests in The Roman Catholic Diocese of Albany, while he was Bishop in The Roman Catholic Diocese of Albany.

16. Upon information and belief, that all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, installed defendant, HOWARD HUBBARD, as Bishop of Albany.

17. Upon information and belief, that all times herein mentioned, Pope Paul VI, installed defendant, HOWARD HUBBARD, as Bishop of Albany.

18. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, was on the staff of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

19. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, was acting as an agent of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

20. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, was an employee of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

21. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

22. Upon information and belief, some time prior to and at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, hired defendant, HOWARD HUBBARD.

23. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, retained defendant, HOWARD HUBBARD.

24. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, supervised defendant, HOWARD HUBBARD.

25. Upon information and belief, that at all times herein mentioned, defendants, THE ROMAN CATHOLIC DIOCESE OF ALBANY, and, HOWARD HUBBARD, their agents, servants and employees managed, maintained, operated and controlled the aforesaid church known as St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

26. Upon information and belief, that at all times herein mentioned, defendants, THE ROMAN CATHOLIC DIOCESE OF ALBANY, and, HOWARD HUBBARD, held themselves out to the public as the owners of St. John the Baptist, located at 86 Riverside Drive,

Chestertown, New York 12817.

27. Upon information and belief, that at all times herein mentioned, defendants, THE ROMAN CATHOLIC DIOCESE OF ALBANY, and, HOWARD HUBBARD, held themselves and their agents, servants and employees out to the public as those who managed, maintained, operated and controlled St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

28. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was a priest.

29. Upon information and belief, Gerald Kampfer is deceased.

30. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was ordained by defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

31. Upon information and belief, that all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, appointed Gerald Kampfer, as a pastor at St. John the Baptist.

32. Upon information and belief, that all times herein mentioned, Gerald Kampfer, served as a pastor at St. John the Baptist, at the pleasure of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

33. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was on the staff of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

34. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was acting as an agent of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

35. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was an employee of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

36. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was acting in the course and scope of his employment with defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY.

37. Upon information and belief, some time prior to and at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, hired Gerald Kampfer.

38. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, retained Gerald Kampfer.

39. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, supervised Gerald Kampfer.

40. Upon information and belief, that all times herein mentioned, defendant, HOWARD HUBBARD, appointed Gerald Kampfer, as a pastor at St. John the Baptist.

41. Upon information and belief, that all times herein mentioned, Gerald Kampfer, served as a pastor at St. John the Baptist, Chestertown at the pleasure of defendant, HOWARD HUBBARD.

42. Upon information and belief, some time prior to and at all times herein mentioned, defendant, HOWARD HUBBARD, hired Gerald Kampfer.

43. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, retained Gerald Kampfer.

44. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, supervised Gerald Kampfer.

45. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was the pastor at St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York

12817.

46. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, had an office on the premises of St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

47. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, resided on the premises of St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

48. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was on the staff of defendant, ST. JOHN THE BAPTIST, CHESTERTOWN.

49. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was acting as an agent of defendant, ST. JOHN THE BAPTIST, CHESTERTOWN.

50. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was an employee of defendant, ST. JOHN THE BAPTIST, CHESTERTOWN.

51. Upon information and belief, that at all times herein mentioned, Gerald Kampfer, was acting in the course and scope of his employment with defendant, ST. JOHN THE BAPTIST, CHESTERTOWN.

52. Upon information and belief, some time prior to and at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, hired Gerald Kampfer.

53. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, retained Gerald Kampfer.

54. Upon information and belief, that at all times herein mentioned, defendant, ST. JOHN THE BAPTIST, CHESTERTOWN, supervised Gerald Kampfer.

55. Upon information and belief, that at all times herein mentioned, defendant, THE

ROMAN CATHOLIC DIOCESE OF ALBANY, was responsible for the staffing and hiring at St. John the Baptist, Chestertown located at 86 Riverside Drive, Chestertown, New York 12817.

56. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, did the hiring and staffing at St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

57. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, was responsible for the staffing and hiring at St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

58. Upon information and belief, that at all times herein mentioned, defendant, HOWARD HUBBARD, did the hiring and staffing at St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817.

59. Upon information and belief, that prior to and at all times herein mentioned, defendant, HOWARD HUBBARD, had complaints of sexual abuse made against him.

60. Upon information and belief, that prior to the times mentioned herein, defendant, HOWARD HUBBARD, was a known sexual abuser of children.

61. Upon information and belief, that prior to the times mentioned herein, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, received complaints that defendant, HOWARD HUBBARD, had been a sexual abuser of children.

62. That at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees, knew or should have known that defendant, HOWARD HUBBARD, had been the subject of complaints of sexual abuse.

63. That at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees, could reasonably have anticipated

that defendant, HOWARD HUBBARD 's sexual abuse complaints and sexual abuse of children would be likely to result in injury to others.

64. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees failed to investigate the aforesaid complaints against defendant, HOWARD HUBBARD.

65. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against defendant, HOWARD HUBBARD.

66. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees failed to report or refer the aforesaid complaints made against defendant, HOWARD HUBBARD to the police or any other agency to be investigated.

67. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees carelessly, negligently and recklessly dismissed the aforesaid complaints against defendant, HOWARD HUBBARD.

68. Upon information and belief, that at all times herein mentioned, the aforesaid complaints against defendant, HOWARD HUBBARD, had merit.

69. Upon information and belief, that at all times herein mentioned, defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, its agents, servants and employees, knew or should have known that the aforesaid complaints against defendant, HOWARD HUBBARD, had merit.

70. Upon information and belief, that prior to and at all times herein mentioned, Gerald Kampfer, had complaints of sexual abuse made against him.

71. Upon information and belief, defendants, their agents, servants and employees knew or should have known of the aforesaid complaints of sexual abuse against Gerald Kampfer.

72. Upon information and belief, that prior to the times mentioned herein, Gerald Kampfer, was a known sexual abuser of children.

73. Upon information and belief, that prior to the times mentioned herein, defendants, received complaints that Gerald Kampfer, had been a sexual abuser of children.

74. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that Gerald Kampfer, had been the subject of complaints of sexual abuse.

75. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that Gerald Kampfer, was a known sexual abuser of children.

76. That at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that Gerald Kampfer's sexual abuse complaints and sexual abuse of children would be likely to result in injury to others.

77. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to investigate the aforesaid complaints against Gerald Kampfer.

78. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to properly, adequately and thoroughly investigate the aforesaid complaints against Gerald Kampfer.

79. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees failed to report or refer the aforesaid complaints made against Gerald Kampffer to the police or any other agency to be investigated.

80. Upon information and belief, that at all times herein mentioned, defendants, their agents, servants and employees carelessly, negligently and recklessly dismissed the aforesaid complaints against Gerald Kampffer.

81. Upon information and belief, that at all times herein mentioned, the aforesaid complaints against Gerald Kampffer, had merit.

82. That at all times herein mentioned, defendants, their agents, servants and employees, knew or should have known that the aforesaid complaints against Gerald Kampffer, had merit.

83. That at all times herein mentioned, defendants failed to establish policies and procedures directed towards protecting minors from sexual abuse.

84. That at all times herein mentioned, defendant, HOWARD HUBBARD, was unqualified and unfit to serve as Bishop and supervise employees within The Roman Catholic Diocese of Albany.

85. That at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that defendant, HOWARD HUBBARD, was unqualified and unfit to perform his job and supervise employees and volunteers and that this would be likely to result in injury to others.

86. That at all times herein mentioned, Gerald Kampffer, was unqualified and unfit to serve as a pastor and supervise parishioners and employees within The Roman Catholic Diocese of Albany.

87. That at all times herein mentioned, defendants, their agents, servants and employees, could reasonably have anticipated that Gerald Kampfer, was unqualified and unfit to perform his job and supervise employees and parishioners and that this would be likely to result in injury to others.

88. That at all times herein mentioned, plaintiff, MATTHEW MAGEE, while an infant, was an altar boy at St. John the Baptist, Chestertown located at 86 Riverside Drive, Chestertown, New York 12817.

89. On a certain date between approximately 1988 and 1990, defendant, HOWARD HUBBARD, sexually abused and molested plaintiff, MATTHEW MAGEE, while plaintiff was still an infant.

90. The aforesaid abuse constituted a sexual offense as defined in article one hundred thirty of the penal law committed against a child less than eighteen years of age, or the use of a child in a sexual performance as defined in section 263.05 of the penal law, or a predecessor statute that prohibited such conduct at the time of the act, which conduct was committed against a child less than eighteen years of age.

91. Defendant, HOWARD HUBBARD, used the trust and authority vested in him, to gain the trust of and control over the infant, MATTHEW MAGEE, as part of his plan to sexually molest and abuse him.

92. On a certain date between 1988 and 1990, defendant, HOWARD HUBBARD, sexually abused plaintiff, MATTHEW MAGEE, while plaintiff was still an infant.

93. Defendant, their agents, servants and employees knew or should have known that defendant, HOWARD HUBBARD, was sexually abusing plaintiff, MATTHEW MAGEE, while plaintiff was still an infant.

94. Defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, trained and instructed defendant HOWARD HUBBARD for his employment at The Roman Catholic Diocese of Albany.

95. Upon information and belief, that at all times herein mentioned, defendant HOWARD HUBBARD was under the direct supervision and control of defendant, THE ROMAN CATHOLIC DIOCESE OF ALBANY, when he performed the wrongful acts described herein.

96. Pope Paul VI, Pope John Paul I, Pope John Paul II, Pope Benedict XVI, and Pope Francis, trained and instructed defendant HOWARD HUBBARD for his employment at The Roman Catholic Diocese of Albany.

97. Upon information and belief, that at all times herein mentioned, defendant HOWARD HUBBARD was under the direct supervision and control of Pope Paul VI, Pope John Paul I, Pope John Paul II, Pope Benedict XVI, and Pope Francis, when he performed the wrongful acts described herein.

98. That the aforesaid occurrences were caused or contributed to by the negligence, carelessness and recklessness and the willful, wanton, and grossly negligent conduct of the defendants, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining defendant, HOWARD HUBBARD, to work with the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that defendant, HOWARD HUBBARD, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; selecting, hiring, contracting and retaining defendant, HOWARD HUBBARD, when it was known or should have been known to the defendants herein that he did not possess the requisite skills or

qualifications to work with children; failing to properly and adequately supervise the conduct of defendant, HOWARD HUBBARD, as it related to the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that defendant, HOWARD HUBBARD, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to warn or advise the plaintiff, who was still an infant, his parents and others of defendant, HOWARD HUBBARD 's propensity to sexually abuse children and of the fact that he had sexually abused children whom he came in contact with by and through his roles as Bishop of Albany causing, permitting and allowing the sexual abuse to continue; failing to take any measures to stop the sexual abuse when it was known or should have been known to the defendants herein that the sexual abuse was continuing and ongoing; failing to establish adequate and effective professional training and educational programs and procedures for their employees calculated to prevent the sexual abuse of children; failing to implement any measures or take any steps to prevent defendant, HOWARD HUBBARD, from sexually abusing the plaintiff while the plaintiff was still an infant when it was known or should have been known to the defendants herein that defendant, HOWARD HUBBARD, had a history of complaints of sexual abuse made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to make any inquiry into the background of defendant, HOWARD HUBBARD, before selecting, hiring, contracting and retaining him; failing to make any inquiry into the background of defendant, HOWARD HUBBARD, before selecting, hiring, contracting and retaining him when it was known or should have been known before he was hired that defendant, HOWARD HUBBARD, had a propensity to sexually abuse children and had a history of complaints made against him; failing to use reasonable care to correct and remove defendant, HOWARD

HUBBARD, and continuing to retain him when it was known or should have been known to the defendants herein that defendant, HOWARD HUBBARD, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children and was sexually abusing children and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant; causing, permitting and allowing the plaintiff to be sexually abused while plaintiff was still an infant; and in otherwise being careless, negligent and reckless.

99. From approximately 1988 through 1990, Gerald Kampfer, sexually abused and molested plaintiff, MATTHEW MAGEE, while plaintiff was still an infant.

100. The aforesaid abuse constituted a sexual offense as defined in article one hundred thirty of the penal law committed against a child less than eighteen years of age, or the use of a child in a sexual performance as defined in section 263.05 of the penal law, or a predecessor statute that prohibited such conduct at the time of the act, which conduct was committed against a child less than eighteen years of age.

101. From approximately 1988 through approximately 1990, Gerald Kampfer, using the trust and authority vested in him by defendants, began grooming plaintiff, MATTHEW MAGEE, while plaintiff was still an infant, to gain the trust of and control over the infant as part of his plan to sexually molest and abuse him.

102. From approximately 1988 through 1990, Gerald Kampfer, sexually abused plaintiff, MATTHEW MAGEE, while plaintiff was still an infant, on church property at St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817, as well as other locations.

103. From approximately 1988 through 1990, defendants, their agents, servants and

employees knew or should have known that Gerald Kampfer, was sexually abusing plaintiff, MATTHEW MAGEE, while plaintiff was still an infant.

104. From approximately 1988 through 1990, defendants, their agents, servants and employees knew or should have known that Gerald Kampfer, was sexually abusing plaintiff, MATTHEW MAGEE, while plaintiff was still an infant, at St. John the Baptist, located at 86 Riverside Drive, Chestertown, New York 12817, as well as other locations.

105. Upon information and belief, defendants, their agents, servants and employees knew or should have known that the sexual abuse by Gerald Kampfer, of plaintiff, MATTHEW MAGEE, while plaintiff was still an infant, was ongoing.

106. Defendants, THE ROMAN CATHOLIC DIOCESE OF ALBANY, ST. JOHN THE BAPTIST, CHESTERTOWN, and HOWARD HUBBARD, trained and instructed Gerald Kampfer for his employment at St. John the Baptist.

107. Defendants, THE ROMAN CATHOLIC DIOCESE OF ALBANY, ST. JOHN THE BAPTIST, CHESTERTOWN, and HOWARD HUBBARD, trained and instructed Gerald Kampfer to be pastor at St. John the Baptist.

108. Upon information and belief, that at all times herein mentioned, Gerald Kampfer was under the direct supervision and control of defendants THE ROMAN CATHOLIC DIOCESE OF ALBANY, ST. JOHN THE BAPTIST, CHESTERTOWN, and HOWARD HUBBARD, when he performed the wrongful acts described herein.

109. That the aforesaid occurrences were caused or contributed to by the negligence, carelessness and recklessness and the willful, wanton, and grossly negligent conduct of the defendants, their agents, servants and/or employees, in: selecting, hiring, contracting and retaining Gerald Kampfer, to work with the plaintiff while plaintiff was still an infant and other

children when it was known or should have been known to the defendants herein that Gerald Kampfer, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; selecting, hiring, contracting and retaining Gerald Kampfer, when it was known or should have been known to the defendants herein that he did not possess the requisite skills or qualifications to work with children; failing to properly and adequately supervise the conduct of Gerald Kampfer, as it related to the plaintiff while plaintiff was still an infant and other children when it was known or should have been known to the defendants herein that Gerald Kampfer, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to warn or advise the plaintiff, who was still an infant, his parents and others of Gerald Kampfer's propensity to sexually abuse children and of the fact that he had sexually abused children whom he came in contact with by and through his roles at St. John the Baptist, causing, permitting and allowing the sexual abuse to continue; failing to take any measures to stop the sexual abuse when it was known or should have been known to the defendants herein that the sexual abuse was continuing and ongoing; failing to establish adequate and effective professional training and educational programs and procedures for their employees calculated to prevent the sexual abuse of children; failing to implement any measures or take any steps to prevent Gerald Kampfer, from sexually abusing the plaintiff while the plaintiff was still an infant when it was known or should have been known to the defendants herein that Gerald Kampfer, had a history of complaints of sexual abuse made against him and a propensity to sexually abuse children and in fact had sexually abused children; failing to make any inquiry into the background of Gerald Kampfer, before selecting, hiring, contracting and retaining him; failing to make any inquiry into the background of Gerald Kampfer, before selecting, hiring, contracting and retaining him when

it was known or should have been known before he was hired that Gerald Kampfer had a propensity to sexually abuse children and had a history of complaints made against him; failing to use reasonable care to correct and remove Gerald Kampfer, and continuing to retain him when it was known or should have been known to the defendants herein that Gerald Kampfer, had a history of complaints made against him and a propensity to sexually abuse children and in fact had sexually abused children and was sexually abusing children and that continuing to retain him would be likely to result in injury to others, including the plaintiff while plaintiff was still an infant; causing, permitting and allowing the plaintiff to be sexually abused while plaintiff was still an infant; and in otherwise being careless, negligent and reckless.

110. By reason of the forgoing, plaintiff, MATTHEW MAGEE, sustained physical and psychological injuries, including but not limited to, severe emotional distress, humiliation, fright, dissociation, anger, depression, anxiety, family turmoil, and loss of faith, a severe shock to his nervous system, certain internal injuries and has been caused to suffer severe physical pain and mental anguish, emotional and psychological damage as a result thereof, and, upon information and belief, some or all of these injuries are of a permanent and lasting nature; and plaintiff, MATTHEW MAGEE, has been forced to abstain from the duties of his vocation and has and/or will become obligated to expend sums of money for medical expenses.

111. That by reason of the foregoing, defendants are liable to plaintiff for punitive and exemplary damages.

112. That the amount of damages sought exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

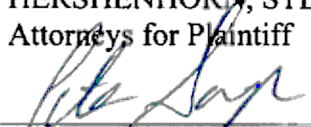
113. It is hereby alleged pursuant to CPLR 1603 that the foregoing cause of action is exempt from the operation of CPLR 1601 by reason of one or more of the exemptions provided

in CPLR 1602, including but not limited to, CPLR 1602(5), 1602(7) and 1602(11).

WHEREFORE, the plaintiff demands judgment against the defendants, together with compensatory and punitive damages, together with the interest, cost, and disbursements pursuant to the causes of action herein.

Dated: New York, New York
October 11, 2019

Yours etc.,
GAIR, GAIR, CONASON, RUBINOWITZ, BLOOM,
HERSHENHORN, STEIGMAN & MACKAUF
Attorneys for Plaintiff



PETER J. SACHIR
80 Pine Street, 34th Floor
New York, New York 10005
(212) 943-1090

[illegible]

PETER J. SAGHIR, an attorney at law licensed to practice in the courts of the State of New York, states that affirmant is a partner with the firm of Gair, Gair, Conason, Rubinowitz, Hershenhorn, Bloom, Steigman & Mackauf, attorneys for the plaintiff in the within action; that affirmant has read the foregoing

VERIFIED COMPLAINT


and knows the contents thereof; and that the same is true to affirmant's own knowledge except as to those matters therein stated to be alleged on information and belief and that as to those matters, affirmant believes them to be true.

Affirmant further states that the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff is not within the County wherein affirmant maintains his office.

The grounds of affiant's belief are investigation and data in affiant's possession and consultations had with the plaintiff.

The undersigned affirms that the foregoing statements are true under penalty of perjury.

Dated: New York, New York
October 11, 2019


PETER J. SAGHIR